

RESOLUTION No. 2008-46-733

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY CLERK AND CITY MANAGER TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN EASEMENT AGREEMENT WITH MIAMI-DADE COUNTY, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A,"; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on Feb. 1, 2008, the Miami- Dade County Plat Committee recommended approval of the Carol City Community Center Tentative Plat with conditions, and

WHEREAS, in compliance with the conditions, the City is being required to dedicate an Easement to Miami Dade County of approximately 840.49 square feet to house a pump station,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, as follows:

Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. AUTHORITY: The City Manager and City Clerk are hereby authorized and directed to execute and attest, respectively, that certain Easement Agreement with Miami-Dade County, a copy of which is attached hereto as Exhibit "A."

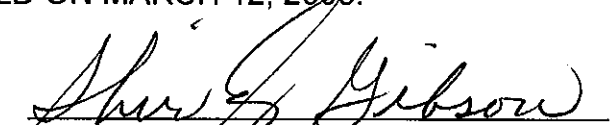
Section 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby authorized to obtain four (4) fully executed copies of the Easement Agreement, with one to be maintained by the City; with two to be delivered to MIAMI-DADE COUNTY, and with one to be directed to the Office of City Attorney.

Section 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON MARCH 12, 2008.

ATTEST:

  
RONETTA TAYLOR, CMC, CITY CLERK

  
SHIRLEY GIBSON, MAYOR

Prepared by SONJA KNIGHTON DICKENS, ESQ.  
City Attorney

SPONSORED BY: DANNY CREW, CITY MANAGER

MOVED BY: Councilman Campbell  
SECONDED BY: Councilman Bratton

**VOTE: 5-1**

Mayor Shirley Gibson	<u>x</u> (Yes)	___ (No)
Vice Mayor Barbara Watson	<u>x</u> (Yes)	___ (No)
Councilman Melvin L. Bratton	<u>x</u> (Yes)	___ (No)
Councilman Aaron Campbell	<u>x</u> (Yes)	___ (No)
Councilman André Williams	<u>x</u> (Yes)	___ (No)
Councilwoman Sharon Pritchett	___ (Yes)	<u>x</u> (No)

# EASEMENT AGREEMENT

This instrument prepared by:

Sonja K. Dickens, City Attorney  
Arnstein & Lehr, LLP  
200 East Las Olas Blvd., Suite 1700  
Fort Lauderdale, Florida 33301

Parcel Identification No.:

### **EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT (this "Easement Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2008, by the City of Miami Gardens, ("Grantor") Miami-Dade County Company ("Grantee"), whose address is \_\_\_\_\_.

#### **WITNESSETH:**

WHEREAS, Grantor is the fee simple owner of that certain property described in the Sketch and Legal attached hereto as Composite Exhibit "A" (the "Easement Property"); and

WHEREAS, Grantee has requested an easement for the construction, operation and maintenance of water and sewer utility facilities, including a pump station, and appurtenant equipment, to be to be installed from time to time, and

WHEREAS, Grantor is willing to grant an easement to Grantee for the above-stated purpose,

NOW, THEREFORE, for good and valuable consideration paid by Grantee to Grantor, receipt of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. **Grant of Easement.** Grantor hereby grants and conveys to Grantee, its heirs, successors and assigns forever, a non-exclusive utility easement upon and under the Easement Property for the construction, operation and maintenance of water and

sewer utility facilities, including a pump station, and appurtenant equipment, to be to be installed from time to time within an area that is 840.49 square feet, so long as all of the terms and conditions of this Easement are complied with.

2. **Construction of Improvements**. Grantee, prior to the installation, repair, replacement and maintenance of the Improvements and if a contractor is to be used, shall submit to the Grantor, for its approval, the proposed construction contract to be entered into by Grantee with a licensed contractor for the construction of the Improvements, the form and content of which shall be reasonably acceptable to the Grantor. Grantee shall, at its sole cost and expense, take all necessary action, without cost to Grantor, to satisfy any mechanic's liens placed on the Easement Property as a result of the Improvements or any other work performed by Grantee or on his behalf in the Easement Property. Grantee shall further bond any such liens within ten (10) days of request by Grantor.

Prior to the commencement of such Improvement work, Grantee shall also submit to Grantor evidence of Public Liability Insurance in the amount of \$1,000,000.00 with regard to the construction of said Improvements, and shall name Grantor as an additional insured. Such policies shall be with such insurance company that is acceptable to Grantor and shall provide for the amount of coverage as is requested by Grantor and shall be subject to the prior review and approval of the Grantor. Lastly, such policies shall not be modified or terminated except after thirty (30) days' written notice to Grantor.

In addition, at Grantor's sole option, Grantee shall cause any contractor performing the Improvement work to obtain a 100% labor, material and performance bond in the amount of the construction contract with a surety company reasonably acceptable to Grantor. The bond shall be in form and content reasonably acceptable to Grantor and

shall be obtained prior to the commencement of any Improvements work on the Easement Property. Prior to the commencement of the Improvement work, Grantee shall secure any necessary building permits and such work shall be completed in accordance with all applicable laws, codes, rules and regulations. All Improvement work shall be conducted in a manner, which shall not cause any nuisance or disturbance to the Grantor or any of the tenants, residents, invitees, employees or agents of Grantor.

3. **Hold Harmless.** Grantee shall hold the Grantor harmless against all liability for any such loss, damage, injury or death, caused by the negligence of the Grantee during the construction and maintenance of the foregoing described Improvements or by the maintenance and repair thereof, or by its presence or use on the property where the easement is located;

4. **Maintenance, Repair and Replacement.** It shall be the Grantee's sole obligation to install, construct, maintain, repair and replace all Improvements on the Easement Property at no expense whatsoever to the Grantor. In the event that Grantee installs, constructs, maintains, repairs or replaces any of the Improvements, Grantee shall be obligated to restore the surface condition of the Easement Property and Grantor's property and improvements thereon, including trees, any improvements, and shrubs, to the condition existing prior to such construction, installation, maintenance, repair and/or replacement.

5. **Attorneys Fees.** In the event any action, suit or proceeding is commenced to enforce the terms of this easement, the prevailing party shall be entitled to recover all costs, expenses and fees, including reasonable attorneys fees expended or incurred in connection therewith.

6. **Termination of Easement.** In the event that Grantee ceases to use the Improvements on the Easement Property for the purposes as set forth herein or in the event Grantee otherwise abandons the use of the Easement Property, this Easement Agreement herein shall terminate automatically and shall have no further force and effect. This Easement Agreement shall further terminate upon recordation in the public records of Miami Dade County, Florida, of an agreement terminating the easement executed by Grantor and Grantee or their respective successors, assigns, or transferees.

7. **Indemnification.** Grantee hereby indemnifies Grantor for all expenses, damages, liabilities, court costs and attorneys' fees incurred by Grantor as a result of Grantee's failure to comply with any of its responsibilities, obligations or duties as expressed in this Easement Agreement or in the event Grantor incurs any liability as a result of the granting of this easement or as a result of Grantee's exercise of any of its rights under this Easement Agreement.

8. **Binding Effect.** The obligations, responsibilities and duties as set forth in this Easement Agreement shall be binding on Grantee and its successors and assigns and subsequent owners of the Grantee's Property and shall also be binding on Grantor and its successors and assigns and subsequent owners of the Easement Property. This easement shall run with the Easement Property and shall be binding on the owner of the Easement Property and its successors and assigns. All references to Grantor herein shall be deemed to apply to Grantor and its successors and assigns. All references to Grantee herein shall be deemed to refer to Grantee and its successors and assigns.

IN WITNESS WHEREOF, Grantor has caused this Easement Agreement to be duly signed in the manner set forth below.

**GRANTOR:**

ATTEST:

CITY OF MIAMI GARDENS

By it's Mayor

\_\_\_\_\_  
Ronetta Taylor, CMC  
City Clerk

\_\_\_\_\_  
Shirley Gibson, Mayor

Approved for legal form and sufficiency:

\_\_\_\_\_  
Sonja K. Dickens, City Attorney

Signed, sealed and delivered  
in the presence of:

**GRANTEE:**

MIAMI-DADE COUNTY

\_\_\_\_\_  
Name:

By Its \_\_\_\_\_;  
(Title)

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Signature  
Print name: \_\_\_\_\_

STATE OF FLORIDA                    )  
  )SS:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008 by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, Inc., a Florida corporation on behalf of the corporation. [S]he is personally known to me or has produced \_\_\_\_\_ as identification.

My Commission Expires:  
8034546\_1

\_\_\_\_\_  
Notary Public, State of Florida At Large



# **EXHIBIT "A" SKETCH AND DESCRIPTION**

# LEGAL AND SKETCH

## SURVEYOR'S NOTES:

1. Bearings are based on an assumed value of S02°42'21"E along the West line of NE¼ of Section 4-52-41, Miami-Dade County, Florida.
2. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
3. This sketch does not represent a land survey.

## LEGEND:

POC	Point of Commencement	R	Radius	SEC.	Section
POB	Point of Beginning	Δ	Central Angle Of Curve	CL	Center Line
P.B.	Plat Book	L	Length		
PG.	Page	SF	Square Feet		
R/W	Right of Way				

## LEGAL DESCRIPTION:

A portion of Tract 27 of " MIAMI GARDENS" according to the Plat thereof as recorded in Plat Book 2 Page 96 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

2 COMMENCE at the North¼ corner of Section 4, Township 52 South, Range 41 East, Miami-Dade County, Florida; thence S02°42'21"E along the West line of the NE¼ of said Section 4-52-41 for a distance of 676.29 feet; thence N87°17'39"E for a distance of 912.06 feet to the POINT OF BEGINNING of the following described parcel of land; thence N75°20'56"E for a distance of 25.98 feet; thence S15°47'17"E radial to the next described curve for a distance of 31.50 feet to the point of intersection with a non-tangent curve to the right, said curve also been the North R/W of NW 196th Lane; thence 27.24 feet along the arc of said curve, said curve having a radius of 686.20 feet, and a central angle of 02°16'27" to the point of intersection with a non-tangent line; thence N13°30'50"W radial to the last described curve for a distance of 31.50 feet to the POINT OF BEGINNING. Containing 840.49 square feet.

## SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: that the LEGAL AND SKETCH of the property described hereon was made under my supervision and that the LEGAL AND SKETCH meets the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 61G17-6. Florida Administrative Code pursuant to Section 472.027, Florida Statutes. And, that the sketch hereon is true and correct to the best of my knowledge and belief. Subject to notes and notations shown hereon. This sketch does not represent a land survey, Ludovici and Orange Consulting Engineers Inc. L.B. #1012

By:



Arturo A. Sosa  
Surveyor and Mapper 2629  
State of Florida

PROJ. NO: 2003 01J-A | DATE: 02-15-2008 | DRAWN: AJ | CHECKED: AS | SCALE: AS NOTED



**LUDOVICI & ORANGE**  
CONSULTING ENGINEERS, INC.

329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1600 • LB 1012

**PUMP  
STATION**

SHEET 1 OF 2 SHEETS

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION



POC  
NORTH CORNER  
SEC. 4-52-41  
WEST LINE NE 1/4  
SEC. 4-52-41  
S02°42'21"E  
676.29'

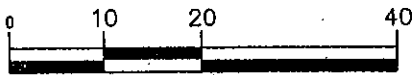
MIAMI GARDENS  
(P.B. 2 PG. 96)

N87°17'39"E  
912.06'

TRACT 27

POB  
(RADIAL)  
N13°30'50"W  
31.50'  
N75°20'56"E  
25.98'  
31.50'  
S15°47'17"E  
(RADIAL)  
R=686.20'  
Δ=2°16'27"  
L=27.24'

GRAPHIC SCALE



( IN FEET )  
1 inch = 20 ft.

NORTH R/W  
NW 196th LANE

NW 196th LANE

NW 30th AVE.

PROJ. NO: 2003 01J-A | DATE: 02-15-2008

DRAWN: AJ

CHECKED: AS

SCALE: NTS



**LUDOVICI & ORANGE**  
CONSULTING ENGINEERS, INC.

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**PUMP  
STATION**

SHEET 2 OF 2 SHEETS

# City of Miami Gardens

1515-200 NW 167<sup>th</sup> Street  
Miami Gardens, Florida 33169



Mayor Shirley Gibson  
Vice Mayor, Barbara Watson  
Councilman Oscar Braynon II  
Councilman Melvin L. Bratton  
Councilman Aaron Campbell Jr.  
Councilwoman Sharon Pritchett  
Councilman André Williams

## **Agenda Cover Page – Miami Gardens Community Center** **Dedication of Easement**

Date: March 12, 2008

Fiscal Impact: No ☒ Yes ☐

(If yes, explain in Staff Summary)

Funding Source:

Public hearing ☐

Ordinance ☐

1st Reading ☐

Quasi-Judicial ☐

Resolution ☒

2nd Reading ☐

Contract/P.O. Requirement: Yes ☒ No ☐ Advertising requirement: Yes ☐ No ☒

Sponsor Name/Department: Development Services Director via City Manager

### **RESOLUTION No. 2008-**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY CLERK AND CITY MANAGER TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN EASEMENT AGREEMENT WITH MIAMI-DADE COUNTY, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A," PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

On Feb. 1, 2008 Miami- Dade County Plat Committee recommended approval of the Carol City Community Center Tentative Plat with conditions. The project is now being referred to as the Miami Gardens Community Center. In compliance with the conditions the dedication of an easement approximately 26.0' x 31.5' feet encumbering 840.49 square feet housing a pump station to Miami-Dade County Water and Sewer is required by the City on the property being developed with the Carol City Community Center.

**Recommendation:** Approval of the Dedication of Easement.

### **ATTACHMENTS:**

**RESOLUTION**

**EASEMENT AGREEMENT**

**EXHIBIT "A" SKETCH AND DESCRIPTION OF EASEMENT**

### **J-10) CONSENT AGENDA RESOLUTION**

**Easement Agreement with Miami-Dade  
County**